

AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

SIN 132-33 - PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Operating System Software
Application Software

Microcomputers

Operating System Software
Application Software

SIN 132-34 - MAINTENANCE OF SOFTWARE

**SIN 132-50 - TRAINING COURSES FOR INFORMATION TECHNOLOGY
EQUIPMENT AND SOFTWARE (FPDS Code U012)**

SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D316	IT Network Management Services
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.



Gallery Systems, Inc.
261 West 35th Street, 12th Floor
New York, NY 10001-1902
646-733-2239
www.gallerysystems.com

Contract Number: **GS-35F-0483R**
Period Covered by **4/6/2005 through**
Contract: **4/5/2010**

General Services Administration/Federal Supply Service

Pricelist current through Modification # _____, dated
_____.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

TABLE OF CONTENTS

[ABOUT GALLERY SYSTEMS](#)

[INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL
ITEM NUMBERS](#)

[TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE
LICENSES \(SPECIAL ITEM NUMBER 132-33\) AND MAINTENANCE \(SPECIAL
ITEM NUMBER 132-34\) OF GENERAL PURPOSE COMMERCIAL INFORMATION
TECHNOLOGY SOFTWARE](#)

[GSA PRICING SIN 132-33](#)

[GSA PRICING SIN 132-34](#)

[TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING
COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION
TECHNOLOGY EQUIPMENT AND SOFTWARE \(SPECIAL ITEM NUMBER 132-
50\)](#)

[GSA PRICING SIN 132-50](#)

[TRAINING COURSE DESCRIPTIONS](#)

[TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY
\(IT\) PROFESSIONAL SERVICES \(SPECIAL ITEM NUMBER 132-51\)](#)

[SERVICE DESCRIPTIONS](#)

[USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS](#)

[BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY
SCHEDULE](#)

[BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”](#)

ABOUT GALLERY SYSTEMS

Gallery Systems is committed to working with government clients to provide trusted solutions for collections and media management.

Gallery Systems provides collections management software and services for museums, government agencies, foundations, collectors and visual resource libraries throughout the world. Our software organizes collection information, tracking inventory control and accountability for collections of any type or size, including digital assets, archives, artifacts and specimen collections. Gallery Systems also offers collection-to-web interfaces that publish collections information online. All products support international standards and combine open, scalable technology (Microsoft SQLServer and Oracle) with clear, flexible interface design, making them both powerful and easy to use.

Gallery Systems' clients range from some of the world's most prestigious cultural, governmental and education organizations to smaller museums, private and corporate collections. Our government clients include:

- Smithsonian American Art Museum, Washington, D.C.
- Smithsonian American Art Museum, Slide and Photograph Archives, Washington, D.C.
- Smithsonian Anacostia Museum and Center for African American History and Culture, Washington, D.C.
- Smithsonian Cooper-Hewitt National Design Museum, New York
- Smithsonian Freer Gallery of Art and Arthur M. Sackler Gallery, Washington, D.C.
- Smithsonian Hirshhorn Museum and Sculpture Garden, Washington, D.C.
- Smithsonian National Air and Space Museum, Washington, D.C.
- Smithsonian National Museum of African Art, Washington, D.C.
- Smithsonian National Portrait Gallery, Washington, D.C.
- Smithsonian National Postal Museum, Washington, D.C.

Based in New York, Gallery Systems employs a team of over twenty-five professionals — many of whom have extensive experience working in museums and collection management — to provide expertise in planning, delivering, installing and supporting our solutions.

Our solutions are ready to install, or we can assist in tailoring to your specific requirements. We can provide customizable solutions for many types of collections: fine arts, historical, visual resources, archives, photography, design, architecture, ethnology, textiles, decorative arts, science & technology, archaeology, geology, library, botanical, palaeontology, zoology and folk art.

Each of our applications offers a flexible, open architecture combined with an easy-to-use interface design. Our products include:

The Museum System: for museums of all sizes and types, archival, historical, cultural and scientific collections.

eMuseum: web interface for use with collections management programs.

Gallery Systems will meet your requirements – whether you are looking for a ready-to-install solution, or a tailored application. Contact us to learn more about how the world's leading collections are managed with our software and how we will provide you with the collections management solutions you seek.

Contact Us

Request Product Information Online

<http://www.gallerysystems.com/contact/request.asp>

INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders

expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. Geographic Scope of Contract:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- ☐ The Geographic Scope of Contract will be domestic and overseas delivery.
- ☐ The Geographic Scope of Contract will be overseas delivery only.
- ☒ The Geographic Scope of Contract will be domestic delivery only.

2. Contractor's Ordering Address and Payment Information:

Ordering: Gallery Systems, Inc.

Attention: Anna Kisluk

261 West 35th Street

New York, NY 10001-1902

Payment: Gallery Systems, Inc.

Attention: Accounts Receivable

261 West 35th Street

New York, NY 10001-1902

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards **will not** be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

646-733-2239

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. Statistical Data for Government Ordering Office Completion of Standard Form 279:

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 804902740

Block 30: Type of Contractor - **B. Other Small Business**

Block 31: Woman-Owned Small Business - **No**

Block 36: Contractor's Taxpayer Identification Number (TIN): 13-3696713

4a. CAGE Code: 3S2M2

4b. Contractor **has** registered with the Central Contractor Registration Database.

5. FOB Destination

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER

DELIVERY TIME (Days ARO)

132-33

30

132-34

To be determined between Gallery Systems, Inc. and the ordering agency.

132-50

To be determined between Gallery Systems, Inc. and the ordering agency.

132-51

To be determined between Gallery Systems, Inc. and the ordering agency.

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. Discounts: Prices shown are NET Prices; Basic Discounts have been deducted.

a. Prompt Payment: 0% - 0 days from receipt of invoice or date of acceptance, whichever is later.

b. Quantity: **None**

c. Dollar Volume: **None**

d. Government Educational Institutions: **Government Educational Institutions are offered the same discounts as all other Government customers.**

e. Other: **None**

8. Trade Agreements Act of 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. Statement Concerning Availability of Export Packing: **Not Applicable**

10. Small Requirements: The minimum dollar value of orders to be issued is **\$100**.

11. Maximum Order (All dollar amounts are exclusive of any discount for prompt payment.)

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-33 - Perpetual Software Licenses

Special Item Number 132-34 – Maintenance of Software

Special Item Number 132-51 - Information Technology (IT) Professional Services

b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50 - Training Courses

12. ORDERING PROCEEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering

information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

16. GSA Advantage!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov>

.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated at open market purchases. Ordering Activities procuring open market items must follow FAR 8.401(d).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

(1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));

(2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;

(3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and

(4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

(1) Time of delivery/installation quotations for individual orders;

(2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

Please contact Gallery Systems, Inc. directly at 646-733-2239 regarding Section 508 compliance.

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION
(JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO
PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-
33) AND
MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL
PURPOSE
COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

The Museum System

Ownership. Gallery Systems warrants its ownership of and right to license the Software, including any third-party software included therein, and that the Software does not infringe upon any third party's rights. Gallery Systems shall indemnify and hold Client harmless against any claim that Client's use of the Software infringes upon any United States patent or copyright; provided that Gallery Systems is given prompt notice of such claim and is given all reasonable information in connection therewith, reasonable assistance and the authority to defend the claim. Gallery Systems shall not settle any such claim on terms that do not permit Client full use of the Software under the Agreement.

Conformance to Functionality At Acceptance. Gallery Systems warrants that the Software will continue to have at least the functionality that it had on the Acceptance Date so long as Client maintains Maintenance Services.

The Art and Architecture Thesaurus and Thesaurus of Geographic Names. The Art and Architecture Thesaurus ("AAT") and The Thesaurus of Geographic Names ("TGN Database"), which are used under license from The J. Paul Getty Trust ("Getty"), is provided "as is" and without warranty.

This warranty shall apply for ninety (90) days from the delivery of the software to the Client.

eMuseum

Gallery Systems warrants that the components of the Software will function according to the eMuseum Product Description so long as no modifications are made. Should the Client choose to make modifications/customizations to the Software, Gallery Systems will no longer be responsible for the functioning of the software. If the Client believes that the Software fails to perform according to specifications, such failure must be demonstrated with the original, unmodified Software as supplied by Gallery Systems. The sole remedy for any failure of the Software to meet specifications or Client's expectations is a refund of the license fees paid hereunder. This warranty shall apply for ninety (90) days from the delivery of the software to the Client. No refund or other consideration will be made after that period.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number **646 733 2239** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **9am GMT to 6pm PST**.

At the time of installation of any of our software applications, we establish a comprehensive network for technical support. Clients are requested to designate one representative to act as the liaison with Gallery Systems support staff.

Gallery Systems provides extensive online resources and support for all products. We aim to make our support centers as complete as possible, providing on-line documentation, answers to frequently asked questions and new product information. Access to our support sites is free to clients maintaining support contracts.

Gallery Systems, Inc. investigates any questions on the same day they are received.

4. SOFTWARE MAINTENANCE

a. Software maintenance service shall include the following:

Maintenance Services shall consist of Gallery Systems providing:

- Any solutions relating to the Software which become known to Gallery Systems, and correction of problems that Gallery Systems diagnoses as defects in the then supported version of the Software;
- Telephone support during normal business hours (minimum of 9 AM to 6 PM EST for U.S. Clients) relating to the use and maintenance of the Software. Response time will mean a call back within one business day;
- Modifications, refinements, changes and enhancements ("Upgrades") which Gallery Systems elects to incorporate into and make a part of the Software and does not separately price or market, which Gallery Systems will provide to Client as long as Client is covered by initial or Extended Maintenance.
- Notwithstanding anything to the contrary, Maintenance Services will not include on-site work.

Client Implementation.

Client agrees that all solutions, corrections and upgrades supplied by Gallery Systems shall be implemented into the Software in a reasonably timely manner. Client acknowledges that its failure to do so may render the Software unusable or nonconforming to the documentation delivered by Gallery Systems, and Client agrees to assume all risks arising there from. Gallery Systems may terminate the maintenance of the Software if Client fails to comply with this section. Notwithstanding the foregoing, Gallery Systems agrees to continue to support the most recent prior version of the Software for one year after the release of the next version.

Exclusions

When eMuseum is customized or configured by an institution other than Gallery Systems, Gallery Systems cannot guarantee proper functioning of the application. We will do our best to provide support of such systems, but do not guarantee successful resolution. Time spent on the case is billable whether or not a final resolution is reached. If Client contracts Gallery Systems to perform customization or configuration to eMuseum, the features or functionality introduced are not covered under this maintenance agreement. If, after an Upgrade to a newer version of eMuseum, there is a loss of functionality, time spent to modify the customization for compliance with the new version will be billable.

Gallery Systems does not provide support for applications from other vendors, including the software that is prerequisite for eMuseum. If Gallery Systems does assist with the other vendors' software, it will be billable.

- b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5. PERIODS OF MAINTENANCE (132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

6. UTILIZATION LIMITATIONS - (132-33, AND 132-34)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is

inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

7. SOFTWARE CONVERSIONS - (132-32 AND 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

THE MUSEUM SYSTEM

- Record and publish complete information on cataloguing, documentation, location, provenance and more. Manage exhibitions, catalogues, events and shipments.
- From any point in the system, link and view physical or digital media records, such as images, web pages, documents and spreadsheets. Manage inventory, licensing and circulation.
- Publish content using any of the fully configurable library of reports (including loan agreements, deed of gift forms and exhibition lists). Data can be exported to Word, Excel, HTML, any ODBC compliant database or any of 30 standard file formats.
- The Museum System integrates the Getty's *Art and Architecture Thesaurus* (AAT) and the *Thesaurus of Geographic Names* (TGN). A configurable thesaurus utility supports the addition of Chenhall's Nomenclature and local terminology.
- Highly configurable, without complicated programming. Configure data entry screens, re-name fields, set security and create reports for individual needs.
- Control access to content by assigning rights to edit and view information based on security profiles.

- Works with standard database engines, making information easily accessible to other programs. The Museum System employs client/server architecture and runs on Microsoft SQL Server, MSDE or Oracle 8i.
- Multi-Lingual English, French, German, Spanish, Italian, Danish, Swedish and Dutch interfaces included.
- Received top score overall in the most recent Collections Management Software Review by the Canadian Heritage Information Network (CHIN).
- Provide direct access to selected content on a standard browser using eMuseum. Create an Internet or intranet site using standard templates or custom designs. eMuseum: present images and catalogue information on the web.

EMUSEUM

- eMuseum is the essential link between any database and a web browser. Use it to show information about a collection on an Internet or intranet site, or to create a specialized search facility.
- eMuseum publishes information on a read-only basis using any standard web browser. Records derive directly from a database, so all information remains current and up-to-date.
- eMuseum works with Gallery Systems' products The Museum System and TMS light, as well as with other databases.
- eMuseum is delivered with standard templates that have been designed specially for museum collections.

Features include:

- Easy-to-use searching.
- Three clear views of images and text.
- Pre-selected searches, set in the database, appear automatically as tours or collection highlights.
- Related records appear automatically in a special "See Also" column.
- Compliant with UK and US disability regulations.
- eMuseum is highly configurable, so that it can easily display information from an existing database into unique, custom-designed web pages. Use it to create on-line exhibitions, special displays and to bring out themes relating to the collection.
- To reflect different uses and configuration possibilities, Gallery Systems offers a range of options for licensing eMuseum.

GENERAL REQUIREMENTS

The Museum System is a “client/server” application that operates under the following database management systems:

- Microsoft SQL Server 2000 or SQL Server 2005 (with latest SQL Server service pack applied)
- Oracle 8i Enterprise Edition (version 8.1.7 or higher)
- Oracle 9i Standard Edition or Enterprise Edition with interMedia services installed (version R2 or higher)
- Oracle 10G Standard Edition or Enterprise Edition

Server operating system will be determined by choice of database.

Licenses for supported Operating Systems and database servers must be purchased and installed separately, prior to the installation of TMS.

The Workstation computers should be fast computers with special attention paid to the display capabilities (for imaging). We strongly recommend Windows NT Workstation 4.0, Windows 2000 Professional or Windows XP Professional as the operating system. The software can also work as a single-user system, with one computer functioning as both client and server. In this configuration, the minimum requirement is that of the server.

The following are recommended for the Client and Server configurations:

Client workstation configuration

The current optimum workstation configuration is:

- 500 MHz or faster Processor
- 512 MB RAM
- 300 MB free hard disk space
- 8 MB display memory capable of supporting
- 1024 x 768 or higher resolution
- Network card
- Windows 2000 Professional or Windows XP Professional

- ODBC drivers for supported database server
- Clear Network Path for TCP Connection to SQL Server

Server configuration

The current optimum server configuration is:

- 2 GHz (or higher) dual Processors
- 1 GB (or higher) RAM
- A supported database server (Microsoft SQL Server
- 2000 or 2005; Oracle 8i Enterprise Edition, Oracle 9i with interMedia services installed, or Oracle 10G)
- Server operating system will be determined by choice of database
- 300 MB free hard disk space (for installation of software)
- Additional disk storage sufficient to manage the collections database, thesauri and images, with extra space for growth
- 2 MB display memory capable of supporting 1024 x 768 or higher resolution
- Network card
- Mass storage device or tape drive with appropriate backup software

We recommend (but do not require) 17-inch monitors for viewing images. Monitors must however support 1024 x 768 video resolution using large fonts, as well as 24-bit colors for imaging.

The Museum System and eMuseum require no special printers or cabling.

As true “client/server” applications, The Museum System and eMuseum will operate successfully over wide area network connections. Gallery Systems recommends a minimum bandwidth of 64K.

The number of users that can be successfully supported will be influenced by several factors including:

- Bandwidth demands of other applications/services sharing the same connection
- Overall network architecture
- The specification of the server running The Museum System and eMuseum (and, of course, whether this server is also running other services)
- The size of the database
- The location of images

Gallery Systems technical staff regularly use dial-in access or VPN connection to The Museum System and eMuseum in order to facilitate remote support. The minimum bandwidth recommended for dial-in access is 56K.

Working with the Getty Research Institute's vocabulary databases, Gallery Systems has developed a thesaurus development tool that is integrated into the current version. The Thesaurus Manager not only includes the Getty's Art & Architecture Thesaurus (AAT) and Thesaurus of Geographic Names (TGN) files, but also provides support for local terminology.

The AAT/TGN files are optional. If you do not plan to install either the AAT or TGN, approximately 25 megabytes of free space is required for the Gallery Systems Thesaurus for local terminology.

To install the TGN, approximately 3 gigabytes of free space is required on the server. The TGN will ultimately use a little less than 1.5 gigs but Gallery Systems requires 3 gigs to install the TGN.

To install the AAT, approximately 200 megabytes of free space is required.

The recommendations mentioned above do not include network cabling, network hubs or network consulting. Gallery Systems prefers that all hardware and network cabling and software be installed, tested and fully operational by the client before installing The Museum System or eMuseum. Gallery Systems does not provide hardware or communications services except consulting. If in-house expertise is not available, we recommend that our clients establish a relationship with a hardware vendor and a local system consultant. This recommendation extends to all aspects of the network.

11. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

NOT APPLICABLE

GSA Pricing SIN 132-33

SIN	Item	Description	GSA Price per User
132-33	TMS10	The Museum System Application License (1-10 Users)	\$3,790.22
132-33	TMS20	The Museum System Application License (11-20 Users)	\$3,411.19
132-33	TMS30	The Museum System Application License (21-30 Users)	\$3,032.17
132-33	TMS40	The Museum System Application License (31-40 Users)	\$2,653.15
132-33	TMS50	The Museum System Application License (41-50 Users)	\$2,274.94
132-33	TMS100	The Museum System Application License (51-100 Users)	\$1,895.11
132-33	TMS250	The Museum System Application License (101-250 Users)	\$1,516.09

- License Fees apply to each user level as applicable. Final pricing is calculated based on the number of concurrent users. License Numbers on each level must be exhausted before succession to higher level (and additional discounting of) license fees are allowed.
- Licenses are calculated on the basis of simultaneous users, irrespective of the number of workstations installed.
- Price includes IFF.

SIN	Item	Description	GSA Price
132-33	TMS-Site	The Museum System site license (250+) provides unlimited concurrent users per single database	\$430,706.25

- The Museum System (TMS) is available as a site license for concurrent users greater than 250 on a single database. Purchase of 250 concurrent user licenses is

required.

- Price includes IFF.

SIN	Item	Description	GSA Price
132-33	EMU-S-1	eMuseum Standard License	\$9,571.25
132-33	EMU-D-1	eMuseum Developer License	\$16,271.13

- Each license includes technical documentation and two hours of installation support (schedules in advance).
- Unlimited Number of Users
- eMuseum is the essential link between any database and a web browser. Use it to show information about a collection on an Internet or intranet site, or to create a specialized search facility.
- eMuseum publishes information on a read-only basis using any standard web browser. Records derive directly from a database, so all information remains current and up-to-date.
- eMuseum works with Gallery Systems' product The Museum System, as well as with other databases.
- Price includes IFF.

GSA Pricing SIN 132-34

SIN	Item	Description	GSA Price
132-34	TMS/M	The Museum System Application License Maintenance	\$717.84

- Price includes IFF.

SIN	Item	Description	GSA Annual Maintenance Fee
132-34	EMU-S-1/M	eMuseum Standard License Maintenance	\$1,914.25
132-34	EMU-D-1/M	eMuseum Developer License Maintenance	\$3,255.50
132-34	EMU-D-U-1/M	eMuseum Upgrade Developer License Maintenance	\$1,339.75

- Price includes IFF.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE
(SPECIAL ITEM NUMBER 132-50)**

1. SCOPE

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

Written orders, EDI orders (GSA Advantage! And FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering

activity will modify its original training order to specify the time and date of the rescheduled training class.

b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.

c. The ordering activity reserves the right to substitute one student for another up to the first day of class.

d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.

b. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.

d. The Contractor shall provide the following information for each training course offered:

(1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);

(2) The length of the course;

(3) Mandatory and desirable prerequisites for student enrollment;

(4) The minimum and maximum number of students per class;

(5) The locations where the course is offered;

(6) Class schedules; and

(7) Price (per student, per class (if applicable)).

e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses, must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts.

9. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

NOT

APPLICABLE

GSA Pricing SIN 132-50

OPEN COURSE PRICING

SIN	Course	GSA Price
132-50	TMS Application Training (1-10 Students)	\$473.78
132-50	Using Crystal Reports with the TMS Database (1-10 Students)	\$473.78

- Offered at Gallery Systems, Inc. site only. Price is per student, per day. Minimum and maximum number of students as indicated. Course is open and may consist of attendees from other institutions.
- Price includes IFF.

PRIVATE COURSE PRICING

SIN	Course	GSA Price
132-50	TMS Application Training (1-10 Students)	\$1,435.69
132-50	Using Crystal Reports with the TMS Database (1-10 Students)	\$1,435.69

- Offered at Gallery Systems, Inc. site or onsite. Price is group rate, per day. Minimum and maximum number of students as indicated above. This is a private course with attendees from one institution only.
- Price includes IFF

INTERNET COURSE PRICING

SIN	Course	GSA Price
132-50	TMS System Administration Training (1-2 Students)	\$1,440.00
132-50	TMS Application Training (1-3 Students)	\$1,440.00

- Remote training via remote desktop application on the Internet. Price is per course per day.

Minimum and maximum number of students as indicated above. This is a private course with attendees from one institution only.

- Price includes IFF



Training Course Descriptions

TMS APPLICATION TRAINING

This course is designed to introduce new users to the basic application functions of The Museum System (TMS). The focus will be on the everyday uses of TMS, such as navigating through modules, cataloguing, and searching. The class will consist of lecture and hands-on workshop sessions. Private courses can be customized to focus on topics that are most important to the participating institution.

There are no mandatory and desirable prerequisites for student enrollment.

TMS SYSTEM ADMINISTRATION TRAINING

This course is designed to introduce new users to the basics of The Museum System (TMS) and SQL system administration: installation, back ups, creating and restoring a database, security, creating users, disaster recovery. The class will consist of lecture and hands-on workshop sessions. Private courses can be customized to focus on topics that are most important to the participating institution.

This is a beginning course. There are no prerequisites, but the audience consists of NT and SQL Administrators who will be installing TMS on the server and workstations, and maintaining the database and the network, including security.

USING CRYSTAL REPORTS WITH THE TMS DATABASE

This course is designed to give users of The Museum System (TMS) an introduction to Crystal Reports. Participants will learn the basics of the Crystal Reports' structure, the basics of the TMS structure, basic reporting guidelines, and create a simple Crystal Report. Participants should be proficient with TMS. The class will consist of lecture and hands-on workshop sessions. Private courses can be customized to focus on topics that are most important to the participating institution.

TMS User Training or proficient knowledge of TMS is required. This is a beginning-to-intermediate course.

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION
TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all

services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

9. INDEPENDENT CONTRACTOR

All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT SERVICES AND PRICING

SIN	Service	GSA Price
132-51	Web Interface Configuration	\$1,148.55
132-51	Escrow Services	\$574.28
132-51	Project Manager Consulting	\$1,148.55
132-51	Technical Advisor Consulting	\$1,148.55
132-51	Form Customization	\$1,148.55
132-51	Plug-in Customization	\$1,435.69
132-51	Reports Customization	\$1,148.55
132-51	Customized Data Conversion	\$1,148.55

- Price includes IFF.

Service Descriptions

WEB INTERFACE CONFIGURATION

Gallery Systems can provide project-specific Web Interface Configuration that involves adding or removing fields from any of the screens in eMuseum. These may include: adding or removing display fields, adding or removing fields from the Quick Search option, adding, removing or changing the behavior of fields/values on the Advanced Search page. Additionally, services may include interface modifications – including colors, text, page navigation, page layout, or integration with an existing website.

ESCROW SERVICES

The Museum System source code is held in an escrow account with DSI Technology Escrow Services for the guaranteed protection of our clients. Client may purchase enrollment as a beneficiary of The Museum System software source code. DSI acts as a trusted third party to protect intellectual property. Escrow services are required when two or more parties are negotiating a license for technology, such as mission-critical software or other types of proprietary information. If the licensee of that technology is concerned that the vendor will, for some reason in the future, no longer provide support, then the licensee will request that the technology or source code be placed into an escrow account. The amount listed is an annual fee associated with this service.

PROJECT MANAGER CONSULTING

Gallery Systems can provide a project manager to be the primary contact throughout the implementation. The project manager's expertise will include in-depth technical/functional knowledge related to Gallery System's products, collections management techniques and problem resolution support services.

We will make recommendations related to project planning and phasing, data analysis, mapping, reports and system configuration. These recommendations may include modifications to existing procedures, coding structures, naming conventions, field definitions, or other areas that enable the client to maximize the full functionality of TMS

TECHNICAL ADVISOR CONSULTING

Gallery Systems can assign a Technical Advisor to oversee how the new collections management software will be integrated into the overall technical environment of the institution or company. We offer technical services ranging from non-application upgrades or new installations to recommendations as to network architecture, system backup maintenance and systems integration.

FORM CUSTOMIZATION

Gallery Systems can work with the Client's personnel to design data entry forms and list views within the TMS application that best support the company's workflow. These may also include design and programming services required to incorporate new functionality into existing workflow.

PLUG-IN CUSTOMIZATION

Gallery Systems can provide custom designed plug-in utilities in support of Client's individual needs. (Plug-in utilities are programs that exist outside of the TMS application but work closely with the program.) The scope, design and programming of plug-ins are executed by Gallery Systems in close consultation with clients, as required.

REPORTS CUSTOMIZATION

Gallery Systems can work with the Clients personnel to design or modify the standard reports provided in its TMS application to support client policies and procedures already in place. Reports may be designed or customized to integrate new functionality into existing workflow.

CUSTOMIZED DATA CONVERSION

Our services can include a data conversion review and plan and implementation for our clients. Certain existing databases currently in use by the client will require customized “cleaning” and manipulation to make it compliant with Gallery Systems products. An examination of data will determine data to be converted, mapping issues and the methodology to be applied. Gallery Systems is then able to provide both a conversion estimate and timetable for completion of the work.

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Gallery Systems, Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

**BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE**

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and **Gallery Systems, Inc.** enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

Signatures

Ordering Activity

Date

Gallery Systems, Inc.

Date

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

**MODEL NUMBER/PART
NUMBER**

***SPECIAL BPA
DISCOUNT/PRICE**

(2) Delivery:

DESTINATION

**DELIVERY SCHEDULES /
DATES**

(3) The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE

POINT OF CONTACT

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

(a) Name of Contractor;

(b) Contract Number;

(c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) Purchase Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.



BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.